Chicopee Police Department

110 Church St., Chicopee, MA 01020
413-594-1700

Memorandum of Understanding

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), executed on this date between **THE CITY OF CHICOPEE**; hereafter referred to as "CITY" and your PARTNER organization with its principal address indicated within the Registry portal, hereafter referred to as "PARTNER"; collectively referred to as "THE PARTNERS."

II. PREAMBLES

WHEREAS, CITY is a law enforcement organization responsible for the preservation of safety and security in the geographic area in which the City has jurisdiction.

Whereas, Partner is an organization operating within the jurisdiction of the City.

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations for the safety and security of those who are at Partner's location(s), and for this reason this Agreement facilitates the establishment of channels of communication and sharing of video sources that permit the creation and interchange of information, as well as collaboration with the expressed goal of providing enhanced responsiveness and situational awareness for City on behalf of Partner.

WHEREAS, the missions of the Partners are complementary;

THEREFORE, the Partners wish to work together and in compliance with the following clauses:

III. GOAL

The goal of this agreement is to set forth guidelines for sharing of Partner's video sources with the City.

IV. PURPOSE

In the case of Camera Registry, the location of the Partner's video sources is granted to the Agency. In the case of video integration, video access is granted by Partner to video sources designated by Partner that are owned by or under management by Partner. Cameras shared must also be approved by Agency as appropriate for sharing and deemed useful for purposes of enhanced situational awareness and safety of Partner and areas surrounding Partner's location(s). It is not the intention or expectation that Partner's cameras will be routinely monitored in real-time by Agency. Video sharing by Partner with Agency is intended to be done in the spirit of partnership for improved situational awareness and efficiency of law enforcement purpose or emergency response by Agency. Video access by Agency does not constitute commitment on the part of the Agency that video will be viewed in emergencies or when requested by Partner.

Partner is the sole owner of the video at the time it is created by the cameras deployed on Partner's property. The fususCORE device is connected to Partner cameras to act solely as a secure buffered video gateway. It is the means through which the Agency accesses video from Partner cameras for law enforcement or emergency purposes. The Agency has no access to or custody over video contained on the fususCORE at ANYTIME prior to making a digital request for video access via the fususONE software interfacing with the fususCORE. The purpose of this request is to allow the Agency access to the video for law enforcement or emergency purposes and consistent with the level of access granted to the video by the Partner to the Agency. Once requested from the Partner through fususONE, the video is transferred from the fususCORE into a cloud hosted environment which adheres to FBI Criminal Justice Information Services (CJIS) standards and complies with applicable laws governing the storage, access, and dissemination of evidentiary data.

V. RESPONSIBILITIES OF CITY

City will only access video sources designated by Partner for fusion into City's video fusion software. City will not share access to Partner's camera views with members of the public, or outside of City, without the prior written consent of Partner. Further, City will ensure video access is strictly limited to personnel responsible for monitoring the system, and authorized login metadata will be tracked and logged. Finally, City will ensure any employee responsible for video access is trained on system use and security of access. The City will direct any inquiries related to Partner or Partner's video sources to the appropriate designee as indicated in Section VIII.

VI. RESPONSIBILITIES OF PARTNER

Partner will provide City at least one point of contact, as indicated below, with a basic understanding of Partner's inventory and locations of surveillance cameras as may be required for video sharing. Typical configuration should take less than an hour and may require installation of additional hardware at Partner location(s). Partner will provide information needed by the City for the system to operate; including but not limited to, camera make, model, IP address, and Camera and/or associated DVR/NVR login information.

VII. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS, OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT,

VIII. EFFECTIVE DATES AND AMENDMENTS.

This MOU shall take effect upon signing by both Parties. Neither party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this MOU and any related agreement at any time and for any reason by giving written notice to the other Party.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by the partner.

_____
BUSINESS NAME/LOCATION

_____ _____
PARTNER (SIGNATURE) DATE

_____
PARTNER (PRINT)

_____ _____
CPD REPRESENTATIVE (SIGNATURE) DATE

_____
CPD REPRESENTATIVE (PRINT)